

Legal Aid of East Tennessee



YOUR RIGHTS AS A TENANT UNDER THE UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT



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This booklet contains information about renting apartments or houses. It is based on the Uniform Residential Landlord and Tenant Act (URLTA), which applies to 10 counties in Tennessee. The counties in which the Landlord/Tenant Act applies are Knox, Blount, Anderson, Davidson, Shelby, Hamilton, Bradley, Madison, Montgomery and Sumner. If you are renting, or plan to rent, a house or apartment in one of these counties you should read this booklet. If you are renting or plan to rent a house or apartment in any of the other counties in Tennessee, the Landlord/Tenant Act does not apply to you and you should not rely on the information in this booklet. For information on non-URLTA counties, go to:

WHAT SHOULD THE TENANT DO BEFORE MOVING IN?

1. Inspect the property before you pay rent or a deposit and before you move in. Look for things wrong with the place such as broken glass; rug burns, stains and tears; nail holes in the walls; chips in the sink or tub; scratches in the doors and woodwork; missing light fixtures; peeling paint; condition of the appliances; condition of the furniture (if furnished). It is best if your landlord can go with you when you inspect. Write out a list of all the defects, and have your landlord sign and date the list. If you have a camera, take pictures before you move in and when you leave. Doing these things will help prevent disagreements between you and the landlord over who is responsible for damages.

2. If the landlord requires a security deposit, get a receipt for the security deposit with the date, the amount and the words "security deposit" or "damage deposit" on it. If you move out and do not owe rent, have not damaged the property or broken the lease, and if the lease does not state otherwise, the landlord must return the whole security deposit to you. If there is a written lease, the lease will say when the landlord can keep the security deposit.

3. When you inspect the house or apartment, you should find all the repairs the landlord should make. Do all the lights and wall plugs work? Do the sink and bath drain properly? Do the doors and windows open like they should? Do the heat and air conditioner work? Do the appliances work properly? The first inspection is the first time to ask for repairs. If the landlord agrees to make the repairs, get the agreement in writing. Ask for a date by when it will get done and write the date on the agreement.

4. If the landlord agrees to let you make repairs in exchange for rent, get the agreement in writing, dated and signed by the landlord. Keep all receipts for materials and supplies. Make copies and give a copy to the landlord. If you agree to clean the place before moving in for a credit against the rent, the agreement should be in writing, dated and signed by both you and the landlord. If possible, take before and after pictures.

5. If utilities (gas, electricity, water and sewer) are included as part of the rent, make sure they will be on before you move in. If they are not part of the rent, make sure they are not still in someone else's name. Make sure that you can afford the deposits on utilities before paying the rent and damage deposit to the landlord. Some landlords have the utilities in their names and charge the tenant the amount of the electric, gas or water bill when it comes in. This practice often causes problems. Another problem arises if there is more than one apartment on the same utility bill and the landlord tries to divide up the utilities cost among the tenants and charge them a percentage. A tenant should either have the utilities in his/her own name or they should be included in a fixed amount of rent.

DO I NEED TO HAVE A WRITTEN LEASE?

No. You can rent a house or apartment based on either a written lease or a verbal agreement. Both are binding on both the landlord and the tenant. However, there are advantages to a written lease.

A verbal agreement is valid only for the amount of time for which you have paid rent. For example, if you pay rent by the month, your agreement is good for only one month at a time. The landlord can raise your rent if he gives you 30 days notice in advance. If you have a written lease, you can fix the rent at a particular price for the amount of time the lease states.

A verbal agreement is good for no more than one month at a time. Even if the tenant pays rent on time and there are no problems, either the tenant or landlord can break the lease at any time by giving advance notice. A written lease can last for a longer period. A written lease protects the tenant from being forced to move on short notice, and assures the landlord of steady rent payments for a longer period.

A verbal agreement is only as good as the memories of the people who make it. If the landlord and the tenant have a dispute about the terms of rent, it may be hard to show what the agreement was. If the agreement is in writing, either person can look at the paper to see what both persons agreed to do.

If you decide not to have a written lease, take a friend who would make a good witness with you when you see the landlord so that you have a witness to your rental agreement.

DOES THE LANDLORD HAVE TO RETURN THE SECURITY DEPOSIT WHEN THE RENTAL PERIOD IS OVER?

The landlord does not have to charge a security deposit, but most do. The purpose of the security deposit is to protect the landlord if the tenant damages the rental property.

The landlord cannot keep the security deposit to pay for ordinary wear and tear on the rental property. Ordinary wear and tear means damage that would naturally occur from living in a house or apartment. For example, fingerprints on the wall around a light switch would be ordinary wear and tear, but crayon marks on the wall would not be.

The landlord is required to keep the security deposit in a separate bank account. When the tenant moves out, the landlord must return all of the security deposit that he does not use to pay for damages, unpaid rent and other amounts due. The landlord must give the tenant an itemized list of the damages that he pays for with the security deposit. If the landlord does not keep the security deposit in a separate account, he must return the entire security deposit to the tenant.

The tenant must give the landlord a forwarding address when he moves out, so that the landlord knows where to send the security deposit. If the tenant moves out without owing any rent, the landlord must send the tenant a notice of the amount of the security deposit that will be returned to the tenant. If the tenant doesn't respond within 60 days from the date the notice is sent, the landlord may keep all of the security deposit.

If the tenant moves out and owes rent, the tenant must request return of the security deposit. The landlord may apply the security deposit to the rent owed and return the remaining balance to the tenant.

If the landlord doesn't return a security deposit, which the tenant should receive, the tenant can sue the landlord in court. See the KLAS pamphlet "Representing Yourself in General Sessions Court."

WHAT DOES THE LANDLORD HAVE TO DO?

The landlord must give you exclusive possession of the property you rent. This means that the landlord cannot come on the property without your permission, unless it is to make emergency repairs. The landlord must give you the property in safe, clean condition. The landlord must give you access to all utilities (the landlord can require that you have the utilities turned on in your name). The landlord must maintain the property by making necessary repairs within a reasonable time after he finds out the repairs are needed. If you live in an apartment building, the landlord must keep all common areas safe and clean, and must provide a dumpster or other place to put garbage.

WHAT DOES THE TENANT HAVE TO DO?

The tenant must pay rent on time. Every time you pay rent, get a written receipt with the amount and date from the landlord, or have someone with you who can witness the rent payment. The tenant must keep the house or apartment clean. The tenant must obey any written rules that are part of the lease or rental agreement. The tenant must allow the landlord to come in the house or apartment

to make emergency repairs without notice. The tenant must allow the landlord in the house or apartment to inspect, make non-emergency repairs, or to show the property to a possible new tenant if the landlord gives notice in advance of coming. The tenant must give the landlord advance notice if she plans to stay away from the rental property for more than 7 days. If the tenant plans to move out, he must give the landlord notice in advance (30 days if the rental agreement is month-to-month; 10 days if the rental agreement is by the week).

WHAT IS THE LANDLORD FORBIDDEN TO DO?

The landlord cannot turn off your utilities while you are living in the house or apartment you rent. This is true even if you are behind in rent. The landlord cannot lock you out of the rental property or remove your belongings from the property, without first getting a court order. The landlord cannot come into the rental property without giving you advance notice, unless there is an emergency (broken pipe, dangerous electrical wire, storm damage, etc.)

WHAT IS THE TENANT FORBIDDEN TO DO?

The tenant cannot do anything that would create a risk to the health or safety of other tenants. The tenant may not destroy any of the rental property. The tenant may not use the rental property for any sort of business, unless the landlord says it is all right. The tenant may not move out of the rental property without giving the landlord advance notice. The tenant may not do anything on the rental property that would be a criminal act.

WHAT CAN THE TENANT DO IF THE LANDLORD REFUSES TO MAKE REPAIRS?

If the landlord refuses to make repairs, the tenant can break the lease and can sue the landlord for damages caused by the landlord's refusal to make repairs. Before the tenant can break the lease or sue the landlord, the tenant must give the landlord a written notice that repairs are needed. The tenant must then wait 14 days after giving the landlord the written notice. The tenant can break the lease or sue the landlord only if the landlord doesn't do anything for 14 days after receiving the notice. If you give the landlord written notice that repairs are needed, send the notice to the landlord by certified mail, return receipt requested. If you give the landlord the written notice in person, have someone with you to witness when the landlord receives the notice.

WHAT IF THE LANDLORD FAILS TO SUPPLY UTILITY SERVICE?

If the landlord fails to provide utility service, the tenant can get a court order requiring the landlord to make utilities available. The tenant can also buy substitute services and deduct the cost from the rent. The tenant can find substitute housing until the landlord provides the service, and not pay rent to the landlord while in substitute housing.

Finally, the tenant can sue the landlord for damages caused by the landlord's failure to provide the services. Damages can include the cost of substitute housing. The tenant must give the landlord written notice that the utility service is not available before the tenant can take any of these actions.

WHAT IF THE LANDLORD DELIBERATELY TURNS OFF UTILITY SERVICE OR LOCKS THE TENANT OUT OF THE RENTAL PROPERTY?

If the landlord deliberately locks the tenant out of the rental property or turns off utility service, the tenant can get a court order requiring the landlord to turn the utilities on or let the tenant in. The tenant can also break the lease and move out without advance notice. The tenant can also sue the landlord for damages caused by the landlord's action.

WHAT IF THE RENTAL PROPERTY IS DAMAGED BY FIRE OR STORM?

If the rental property is damaged by fire or storm so that the tenant can no longer live there, the tenant may move out immediately. Within 14 days of moving out, the tenant must give the landlord written notice that he/she intends to break the lease. If the tenant gives the required written notice, the lease is broken as of the day the tenant moved out.

WHAT CAN THE LANDLORD DO IF THE TENANT BREAKS THE LEASE?

If the tenant breaks the lease by not paying rent on time, or by doing any of the things a tenant is forbidden to do, the landlord can evict the tenant. In most cases, the landlord must give the tenant written notice to vacate the rental property before the landlord can go to court:

If the rental agreement is month-to-month, the landlord must give 30 days notice before going to court;

If the rental agreement is by the week, the landlord must give 10 days notice before going to court;

If there is a written lease, the landlord must give 30 days notice before going to court. **EXCEPTION:** If the written lease says the tenant waives notice to vacate for not paying rent, and the tenant does not pay rent on time, the landlord does not need to give any notice before going to court.

If the tenant does something that creates an immediate risk to the health or safety of other tenants, or if the tenant does something that creates an immediate risk of property damage, the landlord must give 3 days notice before going to court.

If the tenant does not move out at the end of the notice period, the landlord can go to court and take out a Detainer Warrant against the tenant. The Detainer Warrant is a civil lawsuit in which the landlord asks the court to give him possession of the rental property and money for any

damages caused by the tenant. The tenant will receive a notice from the court stating the date a hearing will be heard. At the hearing, the tenant can argue that he should not be evicted because he did not break the lease. If the tenant wins, the Detainer Warrant will be dismissed and the tenant can continue to live in the rental property. If the tenant loses, the court will order the tenant to move within ten days. The court may also order the tenant to pay court costs, and to pay the landlord's attorney fees. Finally, the court may order the tenant to pay any damages or back rent owed by the tenant. If the tenant does not move out within 10 days after the court orders the tenant to move, the landlord can have the sheriff come and remove the tenant and the tenant's belongings from the rental property.

CAN YOUR LANDLORD HAVE YOUR CAR TOWED?

There is no easy answer to the question "What can my landlord do?" Most of the time the answer begins with "It depends..." What a landlord has to do before towing a vehicle depends on whether the vehicle is (1) an authorized vehicle, (2) an unauthorized vehicle, or (3) a nuisance vehicle as defined in the law.

Authorized Vehicles

An authorized vehicle is one registered to a tenant or guest. A landlord must place a ten day notice on the following vehicles before towing:

1. A vehicle with one or more flat or missing tires;
2. A vehicle unable to operate under its own power;
3. A vehicle with a missing or broken windshield or more than one broken or missing window
4. A vehicle with one or more missing fenders or bumpers.
5. A vehicle not in compliance with local and state laws relative to titling, licensing, operation, or registration for more than 30 days.

Unauthorized Vehicles

An unauthorized vehicle is a vehicle that is not registered to a tenant, or a tenant's known guest, and has remained for more than seven (7) days on the property leased by the landlord for residential purposes. A landlord must post a written notice on the vehicle giving the owner ten (10) days notice before the landlord can have the vehicle towed. Exceptions to this ten-day notice rule for unauthorized vehicles:

A) The landlord can have any vehicle towed *without notice* if the vehicle's owner fails to follow the landlord's permit parking policy as stated in a posted sign.

(B) A landlord can tow without notice if a person does not comply with posted parking restrictions- such as in traffic lanes, fire lanes, by fire hydrants, in handicapped areas, and/or blocks trash receptacles. (The owner of the vehicle that has been removed under such circumstances can apply to get the vehicle and pay the costs of towing and storage.)

Nuisance Vehicles

A "nuisance vehicle" is any vehicle, which will not to operate under its own power and "is detrimental to the health, welfare, or safety of persons in the community." The landlord giving 24 hours written notice by posting the notice on the vehicle can tow a nuisance vehicle. Presumably this means that if a disabled vehicle is leaking gas or has broken glass or other sharp edges which a child might be hurt on it can be towed with only 24 hours notice.

A word to the wise: If you get a 24 hour written notice on your car, move it even if you think you should get more notice. Otherwise you could end up paying towing and storage costs, which can be quite expensive.

WHAT IF I LIVE IN SUBSIDIZED HOUSING?

If you live in public housing or if you receive Section 8 rental assistance, everything in this booklet applies to you. In addition, you may have other rights or protections that are not included in this booklet. A lawyer can tell you what additional rights or protections you have.

WHERE DO I GO TO GET LEGAL HELP?

If you need legal help because of problems with a landlord or tenant, you can contact Legal Aid of East Tennessee at the following numbers in your area. LAET provides advice and representation in court to persons who meet income and resource eligibility guidelines set by the federal government. In most cases, landlords will not qualify for services because of the value of the rental property. Persons who don't qualify, can contact their local county bar association.

NOTICE

This pamphlet was updated March 2002. Changes in the law could make the information incorrect in the future. This is not a substitute for legal advice and is not intended to cover all situations.

OFFICE HOURS AND LOCATION

LAET offices are open from 8:30 A.M. through 5:00 P.M. Monday through Friday. Offices are located at:

502 South Gay Street Suite 404 Knoxville, TN 37802 (865) 637-0484 Fax (865) 525-1162	Compton Place 307 Ellis Avenue Maryville, TN 37801 (865) 981-1818 Fax (865) 981-1816
311 Walnut Street Johnson City, TN 37804 (423) 928-8311 Fax (423) 928-9488	1001 W 2 nd North Street Morristown, TN 37814 (423) 587-4850 Fax (423) 587-4857
744 McCallie Ave Suite 410 Chattanooga, TN 37403 (423) 756-4013 1-800-572-7457 Fax (423) 265-4164	Colonial Square 150 Cherokee Street Kingsport, TN 37660 (423) 246-8734 Fax (423) 246-1650
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